

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

Taburo, LLC  
t/a Club Taburo

Application for a Retailer's Class  
CN License – new  
at premises  
2122 24<sup>th</sup> Place, N.E.  
Washington, D.C.

Application no. 50140

Norma M. Broadnax, Chairperson, and Martha K. Pappano, Single Member District  
Commissioner, Advisory Neighborhood Commission 5A

Joyce L. Bullock, President, on behalf of the Applicant

**BEFORE:** Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Oppenheimer, Esquire, Member  
Audrey Thompson, Member

**ORDER ON WITHDRAWN PROTEST AND  
VOLUNTARY AGREEMENT**

This matter, having been protested, came before the Board for public hearing on September 12, 2001 in accordance with D.C. Official Code, Section 25-602 (2000 Edition). Norma M. Broadnax, Chairperson, and Martha K. Pappano, Single Member District Commissioner, for the Advisory Neighborhood Commission 5A (ANC 5A) and Leslie C. Bournes, president, on behalf of the Gateway Community Association, filed timely protest letters. However, the Gateway Civic Association's opposition was dismissed for lack of standing, specifically, the association was not incorporated at the time of the filing of the opposition.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated October 15, 2001, the protestants have

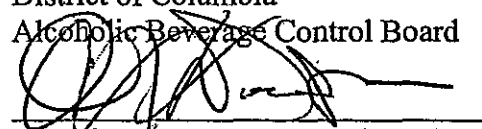
**Taburo, LLC  
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agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

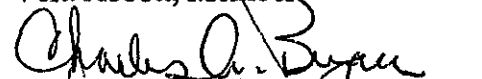
Accordingly, it is this 2<sup>nd</sup> day of November 2001, **ORDERED** that:

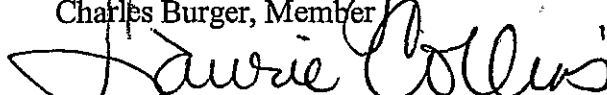
1. The opposition of Norma M. Broadnax, Chairperson, and Martha K. Pappano, Single Member District Commissioner, for the Advisory Neighborhood Commission 5A (ANC 5A), be, and the same hereby, is **WITHDRAWN**;
2. The opposition of Leslie C. Bournes, president, on behalf of the Gateway Community Association, be, and the same hereby, is **DISMISSED**;
3. The Agreement will take effect upon the approval of the Board.
4. The application of Taburo, LLC t/a Club Taburo for a retailer's class CN license (new) at the premises located at 2122 24<sup>th</sup> Place, N.E., Washington, D.C., be, and the same hereby, is **GRANTED**;
5. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**; and,
6. Copies of this Order shall be sent to the Protestants and the Applicant.

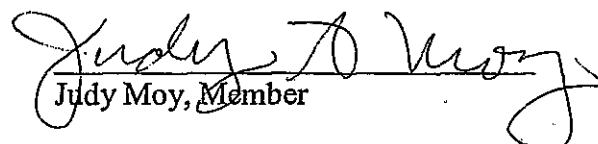
District of Columbia  
Alcoholic Beverage Control Board

  
Roderic L. Woodson, Esquire, Chair

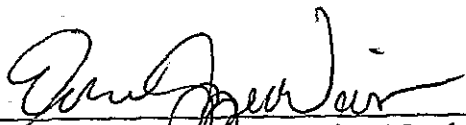
  
Vera Abbott, Member

  
Charles Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

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Ellen Oppenheimer, Esquire, Member

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Audrey E. Thompson, Member

2001-10-16-003

# 50140

**VOLUNTARY AGREEMENT  
BETWEEN  
ANC-5A/GATEWAY COMMUNITY ASSOCIATION/  
SOUTH CENTRAL COMMUNITY ASSOCIATION and TABURO, LCC**

**THIS AGREEMENT** is entered into by and between TaBuRo, LCC, (referred to as "Applicant"), proprietor of, Club TaBuRo, and the following entity (referred to as "Protestant"): Advisory Neighborhood Commission 5A, Gateway Community Association and South Central Community Association.

**WHEREAS**, TaBuRo, LCC desires to obtain authorization from the District of Columbia Alcoholic and Beverage Control Division to obtain a Retail Class CN01 License, Application No. 50140.

**WHEREAS**, Protestants seek to assure the Applicant's cooperation in the peace, order and tranquility in and around the Applicant's business premises, as well as protect pedestrian safety;

**NOW, THEREFORE**, the parties agree as follows:

1. **HOURS OF OPERATION.** The Applicant shall limit the hours of operation of the Establishment to no more than 4:00 p.m. - 3:00 a.m. Monday through Thursday, 4:00 p.m. - 4:00 a.m. Friday, 2:00 p.m. - 4:00 a.m. Saturday and 12:00 noon - 2:00 a.m. Sunday.
2. **MAINTENANCE OF PUBLIC AND PRIVATE SPACE.** The Applicant shall keep the front of the Establishment, and the parking lot clean and neat at all times, and the curbs free of trash. There shall be regular trash pickups.
3. **LOITERING.** The Applicant shall aggressively discourage loitering in the vicinity of the property, including the parking lot, and shall contact police when loiterers refuse to leave.
4. **PATRONS.** The Applicant shall aggressively discourage patrons from consuming excessive amounts of alcoholic beverages to the point that the safety of other patrons, pedestrians and neighboring residents is compromised by practicing the following:
  - No patrons entering the Establishment intoxicated shall be served alcoholic beverages.
  - No patrons shall be served alcoholic beverages beyond the point of intoxication.
5. **SECURITY.** The Applicant shall provide security in the Establishment and in the parking area during the hours of operation. A copy of the Security Plan is attached to this agreement.

6. **PARKING.** The Applicant has acquired a parking lot of 200 spaces from the owner of the property and has contracted with a valet company to re-pave, space out and paint said space. The parking lot will have a valet stand and will be patrolled by professional security staff.
7. **ILLEGAL ACTIVITIES AND PUBLIC NUISANCES.** The Applicant shall prohibit drug sale in and in front of the Establishment during business hours and/or while Applicant is present. The Applicant shall contact the police when known or suspected drug transactions occur. The Applicant shall cooperate with police in prosecuting all violations. The Application shall discourage public consumption of alcoholic beverages, refraining from selling alcoholic beverages for consumption outside of the establishment.
8. **NOISE LEVEL.** The Applicant has agreed to close the establishment 30 minutes before or after the other businesses in the surrounding areas to decrease the noise level. The Applicant has agreed to not have outside speakers on the said property. The Applicant has also agreed to adjust noise level inside the said property, in the event it affects the surrounding community.
9. **COOPERATION WITH RESIDENTS.** The Applicant agrees to meet, once a quarter, with the Protestant to discuss any problems arising from the operation of the establishment. The Applicant agrees to work in good faith with the Protestant to resolve these problems.
10. **MONITORS.** The Applicant has agreed to allow designated Gateway and South Central Community Association leaders to visit the establishment on a monthly basis. The Applicant has agreed to submit a schedule of events on a monthly basis via email or by mail.
11. **CONDITIONS OF LIQUOR LICENSE.** The Applicant shall adhere to the conditions of the license for the Establishment herein contained, and it is understood that the provisions of this Voluntary Agreement shall become a part of the condition of the license. Failure of the Applicant to correct any violations of the conditions of the license within thirty (30) days, or repeated violation, shall be grounds to request the Board to bring a Show Cause action against the Applicant.
12. **NOTICES.** Any notices required to be made under this Agreement shall be in writing and mailed by Certified Mail, or return receipt, postage prepaid, to the Parties to this Agreement. Notice is deemed to be received upon mailing.
13. **WITHDRAWAL OF PROTEST.** Upon execution of this Agreement, all Protestants withdraw their protest to the Application effective immediately.

This Agreement shall take effect once all parties to the agreement have fixed their signatures below. The parties indicate their assent to this Agreement.

Martha Pappano 10-15-01  
Martha Pappano Date  
Advisory Neighborhood Commissioner 5A-11

Leslie C. Bournes 10-15-01  
Leslie C. Bournes Date  
President  
Gateway Community Association

Thomas A. Randolph 10-15-01  
Thomas Randolph Date  
President  
South Central Community Association

Joyce Bullock 10/16/01  
Joyce L. Bullock, TaBuRo, LLC Date  
10-16-01

E. Darlene Rodgers 10/16/01  
E. Darlene Rodgers, TaBuRo, LLC Date

Chester L. Tapp, Jr., TaBuRo, LLC Date